



# THE FAMILY LINES RAIL SYSTEM

908 W. Broadway · P.O. Box 32290 · Louisville, Kentucky 40232 · Telephone (502) 587-5000

RECORDATION NO. 11554-A Filed 1425

JUL 27 1981 10 15 AM

July 24, 1981

INTERSTATE COMMERCE COMMISSION  
LAW DEPARTMENT  
Writer's direct  
telephone line: 584-5235

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

No. 1-208A030  
Date JUL 27 1981  
Fee \$ 10.00  
ICC Washington, D. C.

Dear Madam Secretary:

There is transmitted to you herewith for filing and recordation, pursuant to 49 U.S.C. Section 11303, duly executed counterparts of an Amendment Agreement dated as of December 2, 1980 among Louisville and Nashville Railroad Company, whose address is 908 West Broadway, Louisville, Kentucky 40203, First Security State Bank, whose address is 79 South Main Street, Salt Lake City, Utah 84111, and First Security Bank of Utah, N.A., whose address is 79 South Main Street, Salt Lake City, Utah 84111.

The Amendment Agreement amends that Trust Indenture and Security Agreement dated as of January 1, 1980 which was filed and recorded with the Interstate Commerce Commission on March 4, 1980 and assigned Recordation No. 11554. Schedule I to the Security Agreement is amended to read as set forth in Schedule I of the Amendment Agreement, copy attached.

Attached hereto is the prescribed recordation fee for filing said Amendment Agreement.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

RECEIVED  
JUL 27 10 04 AM '81

Ms. Agatha L. Mergenovich

-2-

July 24, 1981

After recordation, please return the recorded counterparts of said Amendment Agreement to:

Mr. David M. Yearwood  
General Attorney  
Louisville and Nashville Railroad Company  
P. O. Box 32290  
Louisville, Kentucky 40232.

Respectfully yours,

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By David M. Yearwood  
David M. Yearwood  
General Attorney

Attachments

11555-B  
RECORDATION NO. .... Filed 1025

Counterpart No. 2  
Of 4 Counterparts

JUL 15 1982 11 15 PM

INTERSTATE COMMERCE COMMISSION

AGREEMENT OF PARTIAL RELEASE dated as of June 1, 1982 among FIRST SECURITY BANK OF UTAH, N.A., as Security Trustee, FIRST SECURITY STATE BANK, as Owner Trustee, and LOUISVILLE AND NASHVILLE RAILROAD COMPANY.

WITNESSETH:

WHEREAS, First Security State Bank, as Owner Trustee, and First Security Bank of Utah, N.A., as Security Trustee (hereinafter called the Trustee), entered into a Trust Indenture and Security Agreement dated as of January 1, 1980 (hereinafter called the Agreement);

WHEREAS, First Security State Bank, as Owner Trustee and as Lessor (hereinafter called the Lessor), and Louisville and Nashville Railroad Company (hereinafter called the Lessee), entered into a Lease of Railroad Equipment dated as of January 1, 1980 (hereinafter called the Lease);

WHEREAS, the Agreement and the Lease were amended by Amendment Agreement dated as of December 2, 1980 (hereinafter called the Amendment) to identify the equipment subject to the Agreement and the Lease (hereinafter called the Equipment);

WHEREAS, the Agreement was filed and recorded with the Interstate Commerce Commission on March 4, 1980 and assigned Recordation No. 11554;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission on March 4, 1980 and assigned Recordation No. 11555;

WHEREAS, the Amendment was filed and recorded with the Interstate Commerce Commission on July 27, 1981 and assigned Recordation No. 11554-A;

WHEREAS, a unit of Equipment identified as a 50-ton box car bearing the Lessee's road number 96336 has suffered a Casualty Occurrence (hereinafter called the Casualty Unit);

WHEREAS, the Lessee has paid to the Lessor, pursuant to Section 7 of the Lease, and the Lessor has paid to the Trustee, pursuant to Section 7 of the Agreement, the Casualty Value of the Casualty Unit; and

WHEREAS, the parties hereto desire to execute this instrument to evidence the release of the Casualty Unit from the terms and conditions of the Agreement and the Lease.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

The Trustee does hereby bargain, sell, assign, transfer and set over to the Lessor its right, title and interest in the Casualty Unit and does hereby release the Casualty Unit from the terms and conditions of the Agreement.

The Lessor does hereby bargain, sell, assign, transfer and set over to the Lessee its right, title and interest in the Casualty Unit and does hereby release the Casualty Unit from the terms and conditions of the Lease.

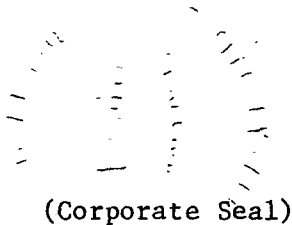
The Lessee will cause this instrument to be filed and recorded with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303.

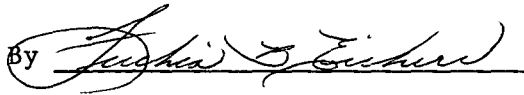
This instrument may be executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counter-

parts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

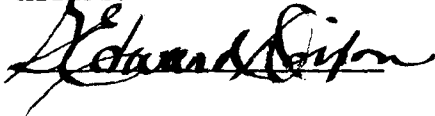
IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date first above written.

FIRST SECURITY BANK OF UTAH, N.A.,  
As Security Trustee

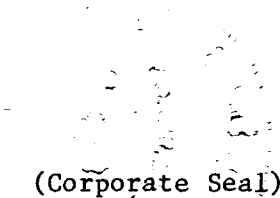
  
(Corporate Seal)

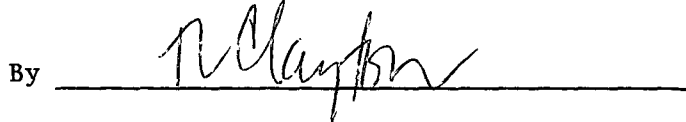
By 

ATTEST:



FIRST SECURITY STATE BANK, As Owner Trustee

  
(Corporate Seal)

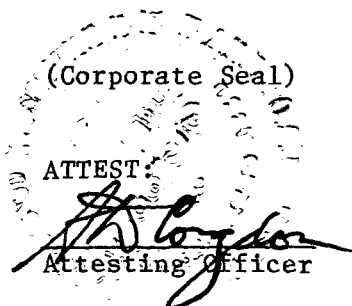
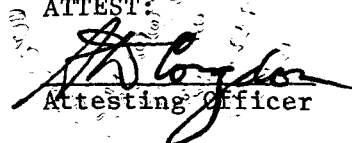
By 

ATTEST:



LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By   
Director of Finance

  
(Corporate Seal)  
ATTEST:  
  
Attesting Officer

STATE OF UTAH                    )  
                                  ) SS:  
CITY OF SALT LAKE            )

On this 9<sup>th</sup> day of June, 1982, before me personally appeared FUCHIA B. ETCHERS, to me personally known, who being by me duly sworn, says that he is Trust Officer of First Security Bank of Utah, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Randy B. Marchant  
Notary Public

My Commission expires 2-9-86.

(NOTARIAL SEAL)

STATE OF UTAH                    )  
                                  ) SS:  
COUNTY OF SALT LAKE        )

On this 9<sup>th</sup> day of June, 1982, before me personally appeared TANTA LISA CLAYTON, to me personally known, who, being by me duly sworn, says that he is ASSISTANT TRUST OFFICER of First Security State Bank, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Randy B. Marchant  
Notary Public

My Commission expires 2-9-86.

(NOTARIAL SEAL)

STATE OF FLORIDA   )  
                          ) SS:  
COUNTY OF DUVAL    )

On this 3<sup>rd</sup> day of June, 1982, before me personally appeared David D. Owen, to me personally known, who, being by me duly sworn, says that he is Director of Finance of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Susan E. Carr  
Notary Public

Notary Public, State of Florida

My Commission Expires March 16, 1986

My Commission expires

Bonded thru Froy Rain Insurance, Inc.

(Notarial Seal)